

# STANDARD TERMS AND CONDITIONS

The organization (advertiser, advertising agency, media buying service or other client representative) (the "BUYER") contracting for advertising covered by this contract (the "ADVERTISING") and the station accepting this contract (hereinafter called "STATION") hereby agree that this contract shall be governed by the terms and conditions hereof. For purposes of this contract, unless otherwise noted, ADVERTISING includes transmission over STATION's licensed facilities, as well as transmission or distribution of the programs or announcements identified in this contract by any means, whether now known or hereafter devised, including but not limited to over the Internet. If the Buyer is an advertising agency, media buying service, or other client representative, this contract is also binding on the party on whose behalf such entity is purchasing ADVERTISING (i.e., the "ADVERTISER"). When no representative is involved, no agency discount will be paid to BUYER. Additional terms apply to political ADVERTISING, please see STATION'S political disclosure statement(s) for more information. Additional terms listed in Appendix A apply to non-broadcast ADVERTISING. To the extent that this document conflicts with Station's political disclosure statement(s) or Appendix A hereto, such political disclosure statement(s) or Appendix A hereto shall control.

## 1. PAYMENT AND BILLING

(a) STATION will, from time to time at intervals following broadcasts or delivery of the Advertising hereunder, bill BUYER (if applicable, on behalf of Advertiser). BUYER shall deliver payment to STATION at the address on the invoice within 30 days of the date of the invoice.

(b) Any invoice shall be accurate within customary industry standards. Any invoice identifying commercial announcements and their date and time (as applicable), when sworn to by STATION, shall constitute an affidavit of performance or proof-of-performance. All invoices shall be deemed to be correct unless proven otherwise.

(c) In the event that payment on any contract becomes past due and STATION in its sole discretion refers the contract to a collection agency or attorney for collection, the discount accorded to a representative under this contract will become null and void. STATION may also cancel any then-existing orders without penalty.

(d) STATION is entitled to the maximum interest allowable by law on any past due balance.

(e) In the event that STATION, in its sole discretion, refers the contract to a collection agency or attorney for collection, BUYER will be responsible for all costs, including, but not limited to, reasonable attorney's fees and costs and court costs, incurred.

(f) BUYER shall remain obligated to pay to STATION the amount of any invoices rendered by STATION within the time specified and until payment in full is received by STATION. Payment by ADVERTISER to BUYER shall not constitute payment to STATION.

(g) In the event any ADVERTISING under this contract is purchased pursuant to a cooperative advertising arrangement, BUYER is acknowledged to be the agent of the cooperative advertising funds (hereinafter called "Vendor") and Vendor shall be jointly and severally liable with BUYER and ADVERTISER for payment in full of the entire cost of said ADVERTISING within the time specified and until payment in full is received by STATION. Payment by Vendor to BUYER or ADVERTISER shall not constitute payment to STATION.

## 2. TERMINATION

(a) Unless otherwise specified on the face hereof or other written and executed agreement between STATION and BUYER, ADVERTISING may be canceled by STATION or BUYER upon 14 days prior notice (or where this contract covers broadcast of programs or sponsorship or partial sponsorship of program(s) upon at least 28 days prior notice), but no such cancellation shall be effective until 14 days after start of ADVERTISING hereunder (or where this contract covers broadcast of programs or sponsorship or partial sponsorship of program(s) until at least 28 days after start of broadcasting hereunder).

(b) If BUYER cancels contract, earned rates will apply. If STATION cancels contract, BUYER shall have the benefit of the same discounts which it would have earned had it been allowed to complete the contract.

## 3. EFFECT OF BREACH

(a) STATION reserves the right to cancel this contract upon default by BUYER in the payment of bills or other material breach of the terms hereof at any time upon prior notice. Upon such cancellation, all charges for ADVERTISING completed hereunder and not paid shall become immediately due and payable and BUYER shall also pay, as liquidated damages, a sum equal to (i) the amount that BUYER would have been obligated to pay hereunder if, on the date on which STATION gives such notice of termination, BUYER had given notice of termination pursuant to Paragraph 2(a) hereof at the earliest date permitted thereunder and (ii) the actual, non-cancelable out-of-pocket costs necessarily incurred by STATION through the date of such termination.

(b) In the event of a material breach by STATION in performing this contract, BUYER reserves the right to cancel this contract at any time upon prior notice. STATION shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual, non-cancelable out-of-pocket costs necessarily incurred by BUYER through the date of such termination; or (ii) the total which would be due to STATION hereunder if, on the date on which BUYER gives notice of cancellation STATION had given notice of termination pursuant to Paragraph 2(a) hereof effective at the earliest date permitted thereunder.

## 4. FAILURE TO BROADCAST

(a) If, due to public emergency or necessity, force majeure, restriction imposed by law, act of God, mechanical or electrical breakdown, labor dispute or for other similar or dissimilar cause beyond STATION'S control, STATION fails to complete ADVERTISING as required hereunder, STATION shall not be in breach of this contract. STATION may suggest a substitute for the interrupted or omitted ADVERTISING. If STATION does not suggest a substitute or if no such substitute is acceptable to BUYER, the charges allocable to the omitted ADVERTISING shall be waived. If a material part, but not all, of ADVERTISING is omitted, the time charges relating thereto shall be appropriately reduced. BUYER shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission of the ADVERTISING. STATION shall have no other liability to BUYER as a result of any interruption or omission.

## 5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

(a) STATION shall have the right to cancel any ADVERTISING or portion thereof covered by this contract for alternative material which, in its absolute discretion, it deems to be of public interest or significance. In any such case, STATION will notify BUYER in advance, if reasonably possible, but where such notice cannot reasonably be given, STATION will notify BUYER within a reasonable period after such scheduled ADVERTISING has been canceled.

(b) If BUYER and STATION cannot agree upon a satisfactory substitute the ADVERTISING so preempted shall be deemed canceled without affecting the rates, discounts, or rights provided under this contract, except that BUYER shall not have to pay any charges allocable to the canceled ADVERTISING.

## 6. PACKAGE AND PREEMPTIBLE SPOTS

Notwithstanding the provisions of Paragraphs 4 or 5 hereof, if the omitted or preempted ADVERTISING was purchased as part of a package or at a preemptible rate, STATION may preempt for any reason whatsoever and in all events BUYER shall continue to pay the full charge (no credit or refund will be given), but BUYER shall be provided another announcement at a substitute date and time reasonably consistent with those dates and times permitted by the terms of the package buy or preemptible rate. STATION reserves the right to adjust rates at any time based on market pressures. This may cause all or some contracted ADVERTISING to change categories.

## 7. PROGRAM AND COMMERCIAL MATERIAL

(a) Unless STATION and BUYER have agreed in writing that STATION shall provide production services for the ADVERTISING (the "PRODUCTION") all program material excluding commercial announcements, shall be furnished by STATION and all ADVERTISING material shall be furnished by BUYER. If prior to the first run of the ADVERTISING BUYER so requests, STATION shall return BUYER material to BUYER at the end of the scheduled run. If BUYER does not so request, STATION shall have the right, but not the obligation, to dispose of such material. All expenses connected with the delivery of material to be provided by BUYER to STATION, and with return to BUYER from STATION, if return is directed, shall be paid by BUYER.

(b) If no PRODUCTION is included in this Contract, all commercial and program materials shall be furnished by BUYER and delivered to STATION at BUYER'S sole cost and expense. BUYER shall deliver all materials, including scheduling instructions, no later than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. STATION is required to advise BUYER by telephone or teletype if such materials do not so arrive. If such materials do not arrive at STATION within 24 hours after STATION has notified BUYER, STATION may bill BUYER and BUYER shall be liable for the time reserved.

(c) If PRODUCTION is included in this Contract, the content developed thereunder shall be considered ADVERTISING as defined herein. BUYER represents warrants that any material furnished by BUYER or PRODUCTION undertaken under BUYER'S instructions shall not infringe upon any third party right and shall comply with all applicable law. All advertising material or other content arising from PRODUCTION that represents and/or utilizes the creativity, illustration, labor, composition or material furnished by STATION is the property of STATION, including all rights of copyright therein. Advertiser may not authorize the use of such material in any medium without STATION'S prior written consent. Any PRODUCTION that requires a payment by BUYER is subject to the payment terms and conditions hereunder.

(c) Subject to applicable law, material provided by BUYER is subject to STATION approval and STATION, in its sole discretion, may exercise a continuing right to reject such material, including without limitation, a right to reject for unsatisfactory technical quality. In the event the material is unsatisfactory, STATION shall notify BUYER by telephone or teletype and unless BUYER furnishes satisfactory material 24 hours in advance of broadcast, STATION shall have the right to substitute its own program or commercial material with no liability of STATION to BUYER. BUYER shall also pay, as liquidated damages, the amount that BUYER would have been obligated to pay hereunder if, on the date the rejected material was scheduled, BUYER had given notice of termination pursuant to Paragraph 2 (a) hereof at the earliest date permitted thereunder.

## 8. BROADCAST LIABILITIES

STATION agrees to indemnify and hold harmless BUYER and ADVERTISER and their affiliated entities and their officers, directors, employees and assigns against all liability resulting from or relating to the STATION'S content except the ADVERTISING. BUYER represents and warrants that it controls all other necessary analog and/or digital reproduction and performance and/or synchronization rights to the ADVERTISING. BUYER agrees to indemnify and hold harmless STATION and its affiliated entities and their officers, directors, employees, licensees and assigns against all liability resulting from or relating to the ADVERTISING, including any commercial material or program material furnished by BUYER. The indemnified party will promptly notify the indemnifying party of any claim or litigation to which the indemnity set forth herein applies. STATION may assume the defense of any such claim or litigation against BUYER and STATION may require BUYER to assume the defense of any such claim or litigation against STATION, in which event the indemnifying party's obligation with respect thereto shall be limited to the payment of any judgment or settlement approved by the indemnifying party. The provisions of this paragraph shall survive the termination or expiration of this contract.

## 9. GENERAL

(a) STATION shall exercise normal precautions in handling of property, transmissions, and mail, but assumes no liability for loss of or damage to program or commercial material furnished by BUYER in connection with ADVERTISING.

(b) STATION shall have the right to retransmit or authorize the retransmission of STATION'S signal, including, without limitation, the commercial announcements and programs covered by this contract, by any means now known or hereafter developed.

(c) BUYER may not assign or transfer this contract or the rights hereunder without first obtaining the prior written consent of STATION nor may STATION be required to broadcast hereunder for the benefit of any other Advertiser than the one named on the face of this contract. Failure of STATION or BUYER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(d) STATION'S obligations hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations.

(e) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms and provisions shall be effective unless made in writing and signed by both parties. As a result, any terms contained in any purchase order or other correspondence shall not be effective unless signed by both parties.

(f) This contract shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and to be wholly performed in said state. BUYER, ADVERTISER, and Vendor hereby consent to the non-exclusive jurisdiction of the federal and state courts located in the State of New York and the State in which STATION'S community of license is located.

(g) Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given by personal delivery, registered or certified mail or nationally recognized overnight courier service (prepaid), at the respective addresses set forth on the face hereof, or such other address or addresses as may be designated by either party.

(h) The STATION does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Any BUYER certifies that it is not buying broadcasting air time on STATION for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

## APPENDIX A to TERMS AND CONDITIONS

The following terms and conditions shall apply solely to ADVERTISING other than by STATION's over-the-air facilities (the "DIGITAL ADVERTISING"). In the event of any conflict between the Terms and Conditions and this Appendix A in regard to such DIGITAL ADVERTISING, this Appendix A shall govern. Capitalized terms not defined herein shall have the meanings ascribed to them in the Terms and Conditions.

### 1. INSERTION ORDERS AND INVENTORY AVAILABILITY

(a) IO Details. From time to time, STATION and BUYER may execute Insertion Orders ("IOs") that will be accepted as set forth in subsection (b) below. As applicable, each IO will specify: (i) the type(s) and amount(s) of deliverables (*i.e.*, the inventory delivered by STATION (*e.g.*, impressions, clicks, or other desired actions)), (ii) the price(s) for such deliverables, (iii) money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, and (v) the identity of and contact information for any third party ad server. Other items that may be included are, but are not limited to, reporting requirements, any special ad delivery scheduling and/or ad placement requirements, and specifications concerning ownership of data collected.

(b) Availability; Acceptance. STATION will make commercially reasonable efforts to notify BUYER within three (3) business days of receipt of an IO if the specified inventory is not available. Acceptance of the IO and this Appendix will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of this Appendix, will include paper, fax, or e-mail communication) approval of the IO by STATION and BUYER, or (ii) the display of the first ad impression by STATION, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both STATION and BUYER.

(c) Revisions. Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing.

### 2. AD PLACEMENT AND POSITIONING

(a) Compliance with IO. STATION will comply with the IO, including all ad placement restrictions, and, except as otherwise set forth herein, will create a reasonably balanced delivery schedule. STATION will provide, within the scope of the IO, an ad to the STATION's site specified on the IO ("Site") when such Site is visited by an Internet user. Any exceptions will be approved by BUYER in writing.

(b) Changes to Site. STATION will use commercially reasonable efforts to provide BUYER at least 14 business days prior notification of any material changes to the Site that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as BUYER's sole remedy for such change, BUYER may cancel the remainder of the affected placement without penalty within the 10-day notice period. If STATION has failed to provide such notification, BUYER may cancel the remainder of the affected placement within 30 days of such modification and, in such case, will not be charged for any affected DIGITAL ADVERTISING delivered after such modification.

(c) Technical Specifications. STATION will submit or otherwise make electronically accessible to BUYER final technical specifications within three (3) business days of the acceptance of an IO. Changes by STATION to the specifications of already-purchased DIGITAL ADVERTISING after that three (3) business day period will allow BUYER to suspend delivery of the affected DIGITAL ADVERTISING for a reasonable time (without impacting the end date, unless otherwise agreed by the parties) in order to (i) send revised advertising materials; (ii) request that STATION resize the DIGITAL ADVERTISING at STATION's cost, and with final creative approval of BUYER, within a reasonable time period to fulfill the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days, immediately cancel the remainder of the affected placement without penalty.

### 3. DIGITAL MAKEGOOD PROCEDURE

If actual Deliverables for any campaign fall below guaranteed levels, as set forth on the IO, and/or if there is an omission of any DIGITAL ADVERTISING (placement or creative unit), BUYER and STATION will use commercially reasonable efforts to agree upon the conditions of a makegood flight, either on the IO or at the time of the shortfall. If no makegood can be agreed upon, BUYER may execute a credit equal to the value of the under-delivered portion of the IO for which it was charged. If BUYER has made a cash prepayment to STATION,

specifically for the campaign IO for which under-delivery applies, then, if BUYER and/or ADVERTISER is reasonably current on all amounts owed to STATION under any other agreement for such BUYER, BUYER may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the campaign. In no event will STATION provide a makegood or extend any DIGITAL ADVERTISING beyond the period set forth on the IO without the prior written consent of BUYER.

### 4. BONUS IMPRESSIONS

(a) With Third Party Ad Server. Where BUYER uses a Third Party Ad Server (*i.e.*, a server not owned or operated by the parties hereto), STATION will not bonus more than 10% above the Deliverables specified on the IO without the prior written consent of BUYER. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad Server activity. BUYER will not be charged by STATION for any additional Deliverables above any level guaranteed or capped on the IO. If a Third Party Ad Server is being used and BUYER notifies STATION that the guaranteed or capped levels stated on the IO have been reached, STATION will use commercially reasonable efforts to suspend delivery and, within 72 hours of receiving such notice, STATION may either (i) serve any additional ads itself or (ii) be held responsible for all applicable incremental ad serving charges incurred by Advertiser but only (A) after such notice has been provided, and (B) to the extent such charges are associated with overdelivery by more than 10% above such guaranteed or capped levels.

(b) No Third Party Ad Server. Where BUYER does not use a Third Party Ad Server, STATION may bonus as many ad units as STATION chooses unless otherwise indicated on the IO. BUYER will not be charged by STATION for any additional Deliverables above any level guaranteed on the IO.

### 5. CREATIVE

(a) Submission and Trafficking. Buyer will submit Advertising Materials in accordance with STATION's advertising guidelines, including, as follows: All orders carry a 3-day turnaround time for trafficking. Orders must be received (*i.e.*, flagged Approved by Local Admin) by 3pm ET to be counted in same day for turnaround time – any orders received after 3pm ET will be counted in as the following day. Any orders sent in after 3pm ET will be counted into the next day using the time stamp for Approved by Local Admin from the online IO order log as the basis for submission time (*e.g.*, an order received at 3:28 will be counted as received next day). Incomplete or inaccurate orders will not be trafficked and the time to traffic begins upon receipt of a complete and accurate IO with all creative assets. Timetables for Company PRODUCTION times will be provided to BUYER upon request. BUYER assumes all risks and obligations related to STATION turnaround time for PRODUCTION and is solely responsible for providing sufficient lead time for PRODUCTION, if necessary.

(b) Late Creative. If Advertising Materials (*e.g.*, artwork, copy, and/or active URLs) for DIGITAL ADVERTISING are not received by the IO start date, STATION will begin to charge the BUYER on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, non-guaranteed inventory, for each full day the Advertising Materials are not received. If Advertising Materials are late based on the STATION's policies, STATION is not required to guarantee full delivery of the IO. STATION and BUYER will negotiate a resolution if STATION has received all required Advertising Materials in accordance with STATION's policies but fails to commence a campaign on the IO start date.

(c) Compliance. STATION reserves the right, but not the obligation, within its discretion to reject or remove from its site any ads for which the Advertising Materials, software code associated with the Advertising Materials (*e.g.* pixels, tags, JavaScript), or the website to which the ad is linked do not comply with its policies, or that in STATION's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, STATION reserves the right, but not the obligation, within its discretion to reject or remove from its Site any ads for which the Advertising Materials or the website to which the ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon STATION or any of its affiliates, provided that if STATION has reviewed and approved such ads prior to their use on the Site, STATION will not immediately remove such ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from BUYER.

(d) Damaged Creative. If Advertising Materials provided by BUYER are damaged, not to STATION's specifications, or otherwise unacceptable, STATION will use commercially reasonable efforts to notify BUYER within three (3) business days of its receipt of such Advertising Materials.

(e) No Modification. Except as otherwise permitted herein, STATION will not edit or modify the submitted DIGITAL ADVERTISING in any way, including, but not limited to, resizing the Ad, without BUYER's approval. STATION will use all DIGITAL ADVERTISING in strict compliance with these Terms and any written instructions provided on the IO.

(f) Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.

**6. THIRD PARTY AD SERVING AND TRACKING (Applicable ONLY if Third Party Ad Server is used)**

(a) Ad Serving and Tracking. STATION will track delivery through its ad server and, provided that STATION has approved in writing a Third Party Ad Server to run on its properties, BUYER will track delivery through such Third Party Ad Server. BUYER may not substitute the specified Third Party Ad Server without STATION's prior written consent.

(b) Controlling Measurement. If both parties are tracking delivery, the measurement used for invoicing advertising fees under an IO ("**Controlling Measurement**") will be determined as follows: the Controlling Measurement will be taken from an ad server that is certified as compliant with the IAB/AAA Ad Measurement Guidelines (the "**IAB/AAA Guidelines**"). If both ad servers are compliant with the IAB/AAA Guidelines, the Controlling Measurement will be the Third Party Ad Server if such Third Party Ad Server provides an automated, daily reporting interface which allows for automated delivery of relevant and non-proprietary statistics to STATION in an electronic form that is approved by STATION; provided, however, that STATION must receive access to such interface in the timeframe set forth below. If neither party's ad server is compliant with the IAB/AAA Guidelines or the requirements above cannot be met, the Controlling Measurement will be based on STATION's ad server, unless otherwise agreed by BUYER and STATION in writing.

(c) Ad Server Reporting Access. As available, the party responsible for the Controlling Measurement will provide the other party with online or automated access to relevant and non-proprietary statistics from the ad server within one (1) day after campaign launch. The other party will notify the party with Controlling Measurement if such party has not received such access. If such online or automated reporting is not available, the party responsible for the Controlling Measurement will provide placement-level activity reports to the other party in a timely manner, as mutually agreed to by the parties or as specified above, in the case of ads being served by STATION. If both parties have tracked the campaign from the beginning and the party responsible for the Controlling Measurement fails to provide such

access or reports as described herein, then the other party may use or provide its ad server statistics as the basis of calculating campaign delivery for invoicing. Notification may be given that access, such as login credentials or automated reporting functionality integration, applies to all current and future IOs for one or more ADVERTISERS, in which case new access for each IO is not necessary.

(d) Discrepant Measurement. If the difference between the Controlling Measurement and the other measurement exceeds 10% over the invoice period and the Controlling Measurement is lower, the parties will facilitate a reconciliation effort between STATION and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, BUYER reserves the right to either: Consider the discrepancy an under-delivery of the Deliverables, or pay invoice based on Controlling Measurement-reported data, plus a 10% upward adjustment to delivery.

(e) Measurement Methodology. STATION will make reasonable efforts to publish, and BUYER will make reasonable efforts to cause the Third Party Ad Server to publish, a disclosure in the form specified by the AAAA and IAB regarding their respective ad delivery measurement methodologies with regard to compliance with the IAB/AAA Guidelines.

(f) Third Party Ad Server Malfunction. Where BUYER is using a Third Party Ad Server and that Third Party Ad Server cannot serve the ad, BUYER will have a one-time right to temporarily suspend delivery under the IO for a period of up to 72 hours. Upon written notification by BUYER of a non-functioning Third Party Ad Server, STATION will have 48 hours to suspend delivery. Following that period, BUYER will not be held liable for payment for any ad that runs within the immediately following 72-hour period until STATION is notified that the Third Party Ad Server is able to serve Ads. After the 72-hour period passes and BUYER has not provided written notification that STATION can resume delivery under the IO, Advertiser will pay for the DIGITAL ADVERTISING that would have run, or are run, after the 72-hour period but for the suspension, and can elect STATION to serve DIGITAL ADVERTISING until the Third Party Ad Server is able to serve the DIGITAL ADVERTISING. If BUYER does not so elect for STATION to serve the DIGITAL ADVERTISING until Third Party Ad Server is able to serve the DIGITAL ADVERTISING, STATION may use the inventory that would have been otherwise used for STATION's own advertisements or advertisements provided by a third party. Upon notification that the Third Party Ad Server is functioning, STATION will have 72 hours to resume delivery. Any delay in the resumption of delivery beyond this period, without reasonable explanation, will result in STATION owing a makegood to BUYER.